

SHAREHOLDERS AGREEMENT

WHEREAS, _____, referred to hereafter as SHAREHOLDERS, are the owners of a total of _____ shares of _____ stock of _____ and they desire to agree to certain actions to be taken to protect the value of their holdings, IT IS AGREED:

That _____, whose address is @ 518, a charter signatory to this agreement, shall act as the SECRETARY of this agreement.

All future purchases of the same class stock by the signatories to this agreement shall also subject the newly purchased shares to this agreement. The SECRETARY of this agreement shall be notified of any future purchases of shares.

In the event that the CORPORATION shall reorganize or recapitalize, then the agreement shall continue into force with the security or securities issued in lieu of this class being subject to the agreement.

If any SHAREHOLDER transfers his shares, the SHAREHOLDER shall be required to have the transferee execute this agreement.

All shares subject to this agreement shall be conspicuously endorsed with the following legend:

"These shares are subject to restrictions contained in a shareholders agreement dated _____." A copy may be obtained from _____, whose address is _____." All signatories to this agreement shall notify the SECRETARY of any transfer, and provide a full copy of the documents of transfer to the SECRETARY.

All shares subject to this agreement shall be voted for the following candidates for the offices stated:

In the event that the individuals set forth above are unwilling or incapable of serving, then a vote of the shareholders shall be taken for new candidates, all of whom shall be signatories to this agreement, then holding stock in the CORPORATION. A simple majority vote shall be necessary with votes being counted by _____.

In the event of failure to obtain a majority, a run off will be held among the top two finishers.

In the event that no signatory is willing or eligible to serve, and all signatories decline to run, a

non-signatory may be nominated, and elected by a simple majority with votes being counted by _____.

The parties hereto agree that they shall not sell any of the shares covered by this agreement unless it is at a minimum price of \$ _____ (_____ dollars) per share. In the event of a recapitalization, the price shall be adjusted so that equivalent units of stock are subject to the same minimum price as stated above.

In the event that any shareholder desires to sell any part of their holdings to an individual not a signatory to this agreement, they shall obtain such bona fide offers as they may desire, and report the offers in writing to the SECRETARY, and shall mark the offer which they desire to accept. The SECRETARY shall then notify all of the signatories of the proposed offer, and any signatory shall be entitled to a right of first refusal to purchase the shares on the same terms as the accepted offer within 30 days. In the event that more than one signatory is desirous of purchasing the shares shall be sold pro-rata to each shareholder desiring to purchase the same.

The signatories shall all vote _____ that certain merger or asset purchase subject to the approval of shareholders proposed by _____ and any additional offers made by _____.

This agreement shall be binding upon the successors of the signatories.

